

**State of Illinois**  
**PROCUREMENT OPPORTUNITY**

TO: Bid/Proposal Manager

FROM: Illinois Environmental Protection Agency, Procurement Section

DATE: May 1, 2004

SUBJECT: Invitation for Bids (Multi-step sealed bid)

We are requesting offers from responsible vendors to fill the State's needs as described in this solicitation. The solicitation itself consists of the following sections:

- 1) "Instructions for Submitting Offers." This part, beginning with this page, tells what you need to know and do when preparing and submitting the offer to us. It also tells how we will evaluate your offer.
- 2) "Solicitation Response Forms." We have presented our needs, specifications, how we will evaluate your offer, how the offer must be priced, terms and other requirements. In addition, you must provide information about your company requested in the "Vendor Prequalification" section, including certain conflict of interest disclosures.

The "Solicitation Response Forms," completed, signed and returned by you, will constitute your offer. You need not submit the Instruction pages with your offer. You should keep the Instructions and a copy of your offer (Solicitation Response Forms) for future reference.

For your convenience we have included a summary description of what we need in section 1.2 of the attached "Instructions for Submitting Offers." More detail is provided throughout this solicitation.

You will find a number of statutory references in the solicitation that are designated "**ILCS**." The official text can be found in the appropriate chapter and section of the Illinois Compiled Statutes. An unofficial version of The Illinois Compiled Statutes, can be viewed at [www.legis.state.il.us/ilcs/chapterlist.html](http://www.legis.state.il.us/ilcs/chapterlist.html), and the Illinois Procurement Code and Standard Procurement Rules (44 Ill. Adm. Code 1), which are applicable to this procurement, may be viewed by registered users at <http://www.ppcenter.com> (click on Information, select Document Library).

Please read the entire solicitation package and submit your offer in accordance with the Instructions. If you are interested and able to meet the requirements set forth in this solicitation, we would appreciate and welcome an offer.

**INSTRUCTIONS FOR SUBMITTING OFFERS**  
**(CUSTOM PAGE)**

**1.0 REQUESTING AGENCY:** The Illinois Environmental Protection Agency (AGENCY) is requesting offers from responsible VENDORS to fill the State's needs as outlined below. Please read the entire solicitation package and submit your offer in accordance with all requirements.

**1.1 PROJECT TITLE / REFERENCE #:** This multi-step sealed bid Invitation for Bids, may be referred to as:  
**Waste Tire Cleanup Services #2 / EPA209**

**1.2 SUMMARY DESCRIPTION OF SERVICES:**

The Agency intends to contract to remove waste tires from dump sites and collection sites in Illinois and have them lawfully recovered in an environmentally sound manner. Section 53 of the Illinois Environmental Protection Act (ACT) establishes the hierarchy for the management of waste tires in Illinois. As a rule no tires from these cleanups shall be landfilled.

The Agency is soliciting for multiple, exclusive service contracts in two categories: small sites and large sites.

**1.3 SMALL BUSINESS SET-ASIDE:** Yes ☐ No ☒

|                                                                                                                               |                                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1.4 SEND OFFERS TO:</b><br><br>Environmental Protection Agency<br>1021 N. Grand Avenue East<br>Springfield, Illinois 62702 | <b>LABEL BID/PROPOSAL CONTAINER:</b><br><b>SEALED BID</b><br>Attn: Sheila Fite<br>Project Title & Ref. # (from 1.1 above)<br>(Due Date & Time (from 1.6 below)) |
|-------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|

Note: Offers will be opened at this address. To attend the opening, please use the Converse Street entrance (North entrance).

**1.5 OFFER CONTAINER:** Submit **one (1) signed original and two (2) copies** of your offer in **a sealed container**. Label the container with the Project Title/Reference # as instructed in Section 1.4 above. **This is a multi-step Invitation for Bids - submit price in a separate sealed envelope in the Offer Container.** *The configuration of bid submittal documents requested by the Agency may be found in Section 1.38. The Agency strongly recommends that all copies of the proposal be printed on both sides of recycled paper to the maximum extent feasible.*

**1.6 DUE DATE & TIME FOR SUBMISSION:**  
Date: **June 1, 2004** Time: **2:00 local time (1400 hours)**

|                                                                |                                                          |
|----------------------------------------------------------------|----------------------------------------------------------|
| <b>1.7 OFFER Firm Time:</b><br><br>___120___ Days from Opening | <b>1.8 SECURITY:</b><br>Offer \$ na<br>Performance \$ na |
|----------------------------------------------------------------|----------------------------------------------------------|

**1.9 VENDOR CONFERENCE/SITE VISIT** ☐ Yes ☒ No

**1.10 PROJECT CONTACT**

|                                                                                                                                            |                                                                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| <b>Agency:</b> Environmental Protection Agency<br><b>Attn:</b> Sheila Fite<br><b>Address:</b> P.O. Box 19276<br>Springfield, IL 62794-9276 | <b>Phone:</b> 217/785-1855<br><b>TDD:</b> 217/782-9143<br><b>Fax:</b> 217/524-4959 |
|--------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|

Questions concerning the IFB/RFP may be made in writing (e-mail [Sheila.Fite@epa.state.il.us](mailto:Sheila.Fite@epa.state.il.us)), or faxed to the Agency. If a Bidder raises a question, the response to which the Agency believes should properly be given to all potential Bidders, the question(s) and answer(s) will be appended to the original procurement document and will be available to download. Answers to questions will be processed as expeditiously as possible. Only questions pertaining specifically to the

project will warrant consideration. Questions must be directed to the designated State Project Contact. No questions will be answered after May 29, 2001.

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**1.11 PROTEST REVIEW OFFICE:**

|                                  |                                          |        |              |
|----------------------------------|------------------------------------------|--------|--------------|
| Agency:                          | Illinois Environmental Protection Agency | Phone: | 217/782-9894 |
| Attn:                            | Manager, Division of Administration      | FAX:   | 217/524-4959 |
| Address:                         | P.O. Box 19276                           | TDD:   | 217/782-9143 |
| Springfield, Illinois 62794-9276 |                                          |        |              |

**1.12 DEFINITIONS.** The terms "we," "our" and "us" refer to the State. "You", "your", "vendor" and "offeror" refer to the person submitting the offer. "Offer" is the term used to mean the response to an Invitation for Bids, or Request for Proposal and may sometimes be called a "bid" or "proposal".

**1.13 ILLINOIS PROCUREMENT BULLETIN.** We publish in the electronic Illinois Procurement Bulletin (Supplies and Services Edition) various notices including Notices of Procurement Opportunities and Notices of Award. Procurement information may not be available in any other form or location. Registered vendors may view and download this information. You may subscribe to this service (currently free) through the Internet at <http://www.ppcenter.com> (click on Information and select Enroll New Company).

**1.14 SUBMISSION OF OFFER.** SEE CUSTOM PAGE FOR DATE, TIME AND ADDRESS FOR SUBMITTING OFFERS. You may mail or hand deliver bids, including amendments, but we must actually receive them as specified. It shall not be sufficient to show that you mailed or commenced hand delivery of the response before the scheduled closing time for receipt of offers. All times are State and Illinois local times. We do not allow computer, fax, or other electronic submissions except if authorized on the CUSTOM PAGE.

**1.15 FORM AND CONTENT OF OFFERS.**

- a) An original and the designated number of copies of each offer is required (see CUSTOM PAGE). Failure to submit the required number of copies may prevent your offer from being evaluated within the allotted time. Offers must be submitted in ink, typed, or printed form. In addition, the State may require that offers, or parts thereof, be submitted on disk.
- b) Your offer, and any changes, must be signed in ink in all required places by an authorized representative.
- c) Your offer must provide all information requested and must address all points. Any exceptions must be clearly set forth in the appropriate section.

**1.16 REQUEST TO MODIFY OR WITHDRAW OFFER.** You may make a written request to modify or withdraw the offer at any time prior to opening. No oral modifications will be allowed. Such requests must be addressed and labeled in the same manner as the original offer and plainly marked MODIFICATION TO (or WITHDRAWAL OF) OFFER. Written requests received by the State prior to the scheduled opening time will be accepted. We will correct the offer after opening.

**1.17 INQUIRIES.** All inquiries must be made to the State PROJECT CONTACT noted on the CUSTOM PAGE. Questions received less than seven calendar days prior to the date for opening may be answered at the discretion of the AGENCY. We will provide written answers to questions of a general nature or which would affect the solicitation. We will either send them to all eligible recipients of the solicitation or post them in the Illinois Procurement Bulletin. Only written answers to questions shall be binding on the State.

**1.18 VENDOR CONFERENCE/SITE VISIT.** SEE CUSTOM PAGE FOR TIME AND LOCATION OF CONFERENCE. Attendance is mandatory, if so designated on the CUSTOM PAGE, as a condition of submitting an offer. The conference/site visit provides interested parties the opportunity to discuss the State's needs, inspect the site and ask questions. During any site visit you must fully acquaint yourself with the conditions as they exist and the character of the operations to be conducted under the resulting contract. We will provide written answers to questions of a general nature or which would affect the solicitation. We will either send them to all

eligible recipients of the solicitation or post them in the Illinois Procurement Bulletin. Only written answers to questions shall be binding on the State.

- 1.19 RESPONSIBILITY TO READ AND UNDERSTAND.** By responding to this solicitation you will be held to have read and thoroughly examined this solicitation. Failure to read and thoroughly examine the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation.
- 1.20 SUSPECTED ERRORS.** If you suspect an error, omission or discrepancy in this solicitation, you must immediately notify the PROJECT CONTACT. We will issue written instructions, if appropriate.
- 1.21 OPENING.** SEE CUSTOM PAGE FOR ADDRESS, DATE AND TIME OF OPENING. We will open all offers properly and timely submitted and will record the names and other information specified by law and rule of those submitting offers.
- 1.22 LATE DELIVERY.** We will not consider offers received after the stated opening date and time.
- 1.23 OFFER FIRM TIME.** SEE CUSTOM PAGE FOR FIRM TIME. Your offer shall remain firm and unaltered after opening for the number of days shown or until we sign a contract with another vendor, whichever is earlier. We may accept your offer at any time during the offer firm time, subject to successful contract negotiations.
- 1.24 SECURITY.** SEE CUSTOM PAGE FOR AMOUNT. You must provide Offer security with the offer and performance security within 10 days of our accepting your offer unless a different time is specified herein. Security shall be in the form of a bond or other form acceptable to the State.
- 1.25 VENDOR PRESENTATIONS.** We reserve the right to require you to provide a formal presentation of the offer at a date and time to be determined. No vendor will be entitled to be present during, or otherwise receive any information regarding, any presentation of any other vendor.
- 1.26 INSPECTION OF FACILITIES.** We reserve the right to inspect and investigate your facilities, equipment and personnel and those of any identified subcontractors.
- 1.27 EVALUATION AND AWARD.** We will evaluate all offers using the criteria shown later in this solicitation. If we select your offer for award, we will send you written notice and will post the notice in the Illinois Procurement Bulletin. Notice of award letters sent or posted during the Offer Firm Time, or during any extension thereof, will extend the Offer Firm Time until such time as we sign a contract or we determine negotiations have failed with you. Receipt or posting of a notice of award is not equivalent to a contract with the State.
- 1.28 PROTESTS.** If you object to any provision of the solicitation, believe we improperly rejected your offer, or believe the selected offer is not in the State's best interests, you may submit a written protest of our action. We will consider only written protests that are properly and timely filed with the State. We will issue a written decision and that decision is final.
- a) You must submit your protest to the designated PROTEST REVIEW OFFICE at the address shown on the CUSTOM PAGE. If there is no such designation, submit your protest to the PROJECT CONTACT at the address shown on the CUSTOM PAGE.
  - b) We must physically receive your protest within 7 days after you know or should have known of the facts giving rise to the protest. If a State action is published in the Illinois Procurement Bulletin, you shall be deemed to have notice as of the date of publication, unless you had earlier actual notice.
  - c) Protests regarding specifications must be filed with us within 7 days after you receive them, or within 7 days after we publish the solicitation in the Illinois Procurement Bulletin,

whichever is earlier, and in any event such protests must be filed with us before the date for opening.

d) Protested awards are subject to resolution of the protest.

- 1.29 CONTRACT NEGOTIATIONS.** You should be prepared for us to accept your offer as submitted. However, if you are chosen for award you may be required to enter into contract negotiations if we believe it is necessary or desirable. If agreement cannot be reached to the State's satisfaction, we may reject your offer or revoke the award and may begin negotiations with another vendor. Note that any proposed changes and the final contract must be approved or signed by the appropriately authorized State official(s). The State PROJECT CONTACT may not be so authorized.
- 1.30 COMMENCEMENT OF WORK.** If you begin any billable work prior to the State's final approval and execution of the contract, you do so at your risk.
- 1.31 VENDOR CONTACT.** We will consider the person who signed your offer to be your contact person for all matters pertaining to the offer unless you designate some other person in writing.
- 1.32 PUBLIC INFORMATION.** All information submitted by the successful vendor is subject to the Illinois Freedom of Information Act (**5 ILCS 140**), applicable provisions of the Illinois Procurement Code (**30 ILCS 500**) and implementing rules. IEPA procedural and implementing rules have been adopted under Title 2 Part 1828 of the Illinois Administrative Code, which can be found at [www.epa.state.il.us](http://www.epa.state.il.us) (select Rules & Regulations). IEPA utilizes the "Trade Secret" procedures found in Title 35 Part 130 of the Illinois Administrative Code, which can be found at [www.ipcb.state.il.us/title35/35conten.htm](http://www.ipcb.state.il.us/title35/35conten.htm). The Agency strongly suggests that you review and follow the "trade secret" provisions if applicable to your proposal. All or part of the winning submission may be considered open to public inspection. The price we must pay is considered public. Any claim that other information submitted is exempt from disclosure must be made as part of the submission, must identify each paragraph containing that information, must reference specific statutory reasons for exemption, such as found in section 7 of the FOIA and the applicable regulations, and must tell why the information meets the requirements for exemption.
- 1.33 RESERVATIONS.** We reserve the right to reject all offers; to reject individual offers for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; and to waive minor defects. We may seek clarification of the offer from you at any time, and failure to respond is cause for rejection. Clarification is not an opportunity to change the offer. Submission of an offer confers on you no right to an award or to a subsequent contract. This process is for the State's benefit only and is to provide the State with competitive information to assist in the selection process. All decisions on compliance, evaluation, terms and conditions shall be made solely at our discretion and made to favor the State.
- 1.34 COST OF PREPARATION.** We are not responsible for and will not pay any costs associated with the preparation and submission of your offer, regardless of whether we select you for award.
- 1.35 NON-DISCRIMINATION POLICY.** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not unlawfully discriminate in employment, contracts, or any other activity. If you need any special accommodation under the Americans with Disabilities Act (ADA) you must promptly notify the PROJECT CONTACT.
- 1.36 OUT OF STATE COMPANIES.** Out of State companies must contact the Illinois Secretary of State (217/782-6961) regarding a certificate of authority to do business in Illinois (**805 ILCS 5/13**).
- 1.37 SMALL BUSINESS SET-ASIDE PROGRAM.** SEE CUSTOM PAGE. Illinois law (**30 ILCS 500/45-45**) allows us to designate certain procurements as Small Business Set-Asides for award to small businesses in Illinois. If "Yes" is checked, you must meet the qualifications for a small business "Small business" means a business that is independently owned and operated and is not dominant in its field of operation. When computing the size status of a vendor, annual sales and receipts of the vendor and all of its affiliates shall be included, subject to the following limitations:

(1) No wholesale business is a small business if its annual sales for its most recently completed fiscal year exceed \$7,500,000; (2) No retail business or business selling services is a small business if its annual sales and receipts exceed \$1,500,000; (3) No manufacturing business is a small business if it employees more than 250 persons; and (4) No construction business is a small business if its annual sales and receipts exceed \$3,000,000. For additional information contact the CMS Small Business Specialist at (217) 782-4705, TDD (217) 785-3979.

**1.38 COMPLETION OF SOLICITATION RESPONSE FORMS.** You must respond to all sections of each form including attachments, clearly show any "exceptions," complete, sign and return each of the forms as indicated.

- 1) Description of Services. In this attachment we tell what we want you to provide. We identify our needs, goals, any general project information and the specifications.

For a multi-step Invitation for Bid, you must supply the information specifically requested.

- 2) Pricing/Compensation. In this attachment we provide the format for how we want you to price the services. Do not show price information in other sections of the offer.

**When responding to this multi-step Invitation for Bid, place this attachment in a separate sealed envelope but submit it with the remainder of the offer in the offer container.**

- 3) Standard Terms and Conditions. This contains terms and conditions of general applicability to this solicitation and any resulting contract.
- 4) Agency Specific Terms and Conditions. Any supplemental terms and conditions required by the AGENCY will be shown in this attachment.
- 5) Certifications. By signing the Vendor Pre-qualification page, you are making the certifications described in this attachment.
- 6) Vendor Provided Additional Material and Exceptions. This is where you note in your proposal whether there is additional material or exceptions.
- 7) Vendor Pre-Qualification. You must sign the "Vendor Pre-qualification" form and provide the requested information consisting of:
  - a) Business and Directory information. This requests basic information about the company.
  - b) References. We are asking for at least five references, when possible, from different entities.
  - c) Department of Human Rights Public Contract Number. This is information requested by the Illinois Department of Human Rights. You may be disqualified if this information is not timely submitted.
  - d) Minority, Female, Person with a Disability Status and Subcontracting. This information is necessary to determine whether contracting goals have been met.
  - e) Disclosures. We must have disclosure of the names of those who have certain financial interests in the company so as to avoid a conflict of interest.
  - f) Taxpayer Identification Number. We must have this to make payment to you.

**SUBMITTAL CONFIGURATION:** The Agency strongly recommends that all copies of your proposal be printed on both sides of recycled paper to the maximum extent feasible.

The Agency requests that your bid/proposal submittal be arranged in the following order:

1. Cover Letter to the Agency (on your firm's letterhead) will include:
  - a) the project title and reference number (from 1.1 of the Instruction page);
  - b) the name, address, title, phone and fax number(s) of the person(s) primarily responsible for the conduct of technical analyses and project management;
  - c) the name, title, address, phone and fax number(s) of the firm's contracting officer;
  - d) state if any exceptions to the standard terms and conditions, Agency specific terms and conditions, certifications, or services identified in this solicitation are being taken (see 4 below)
2. General Information
  - a) P-1 VENDOR PREQUALIFICATION
  - b) P-2 Business and Directory Information.
  - c) P-3 References.
  - d) P-4 Department of Human Rights Public Contract Number.
  - e) P-5 Minority, Female, Person with a Disability Status and Subcontracting
  - f) P-6 Disclosures
  - g) Taxpayer Identification Number.
3. Exceptions. If you are taking any exceptions, this is where you must provide the detail of the exceptions. We do not encourage taking exceptions. We have extremely limited ability to grant exceptions particularly in regard to statutory requirements (those cited with **ILCS**, meaning Illinois Compiled Statutes). We are not required to grant exceptions and depending on the exception, we may have to reject your offer.
4. Qualifications. This is where you will provide the specific information requested (equipment lists; Qualifications questionnaire, other requested information, etc.) not required elsewhere in your submission, plus any additional material that you want us to consider in the evaluation process
5. Pricing/Compensation. We have provided the format and instructions on how we want you to price the services. Do not show price information in other sections of the offer.

**When responding to this multi-step Invitation for Bid, place the original plus ALL copies of your Pricing/Compensation attachment in a separate sealed envelope but submit it with the remainder of the offer in the offer container.**

### **1.39 CRITERIA FOR EVALUATION AND AWARD.**

- a) We evaluate four categories of information: administrative compliance, vendor responsibility, responsiveness and price.
- b) All offers, regardless of the type of solicitation, must meet the following administrative and responsibility criteria:
  - 1) Administrative Compliance. We will determine whether the offer complied with the Instructions for Submitting Offers. We must reject your offer if you submitted it late. Failure to meet other requirements could also result in rejection.
  - 2) Vendor Responsibility. We will determine whether the VENDOR submitting the offer is one with whom we can or should do business. Failure to submit the information for evaluation is cause for rejection. Information that we may evaluate to determine "responsibility" includes, but is not limited to: certifications, conflict of interest disclosures, taxpayer identification number, references, and financial ability. In determining whether a VENDOR is responsible, the State may evaluate past

performance, financial stability, references (including those found outside the offer), compliance with applicable laws, the perceived ability to perform completely as specified, and other relevant factors. Consistent with applicable law and rule, we will determine whether any failure to supply information, or the quality of the information, will result in rejection.

(NOTE: We reserve the right to reject all firms that have a history of non-compliance with the Illinois Environmental Regulations.)

- c) Responsiveness. The following three criteria will be evaluated on an “acceptable” or “unacceptable” basis. Any “unacceptable” score will result in the bidder being ineligible for further participation in this procurement process.
- 1) Equipment. We will evaluate the possession and availability of equipment used by the contractor to perform used/waste tire removal projects. It is important that the make, model, serial number, and size or capacity of major equipment items be properly identified. In addition, provide photographs of the equipment that will be used. Equipment that is owned, planned for purchase, and equipment that is leased must be clearly identified. The list of leased equipment must indicate whether or not the equipment is in the physical possession of the contractor. A description of the types of tires that the equipment can be used for during a tire removal project must also be specified.  
  
For small sites (see Description of Services), the contractor must possess or have access to, at a minimum, a piece of equipment (i.e. Bobcat) that will enable the retrieval and loading of tires onto a truck. In addition, the contractor must possess a truck that is capable of hauling at least 500 passenger tires.  
  
For large sites (see Description of Services), the contractor must possess or have access to equipment that will enable the retrieval and mechanical loading of tires onto a truck, a truck that is capable of hauling at least 1000 passenger tires, and other equipment (i.e. track rig, high-lift, etc.) that may be needed to conduct the removal.  
  
All equipment must be identified in the bid submission and must meet all federal and state transportation requirements. In addition, the bidder must identify all used tire transporters that will be utilized and must indicate the IEPA registration number of the transporter(s).
  - 2) Experience doing tire cleanups. We will evaluate the potential contractor based on their past experience conducting waste tire cleanups. Each bidder should provide information related to the number of waste tire cleanups conducted including the number of tons cleaned up over the past five years. The entities that work was performed for should be identified with a contact person for each entity.
  - 3) Compliance status. We will conduct an inspection of each bidders site for the purpose of determining the site’s compliance status with respect to applicable environmental requirements, particularly those requirements related to the management of used and waste tires. Each bidder should provide information related to past documentation of compliance status if available. If the bidder’s site is determined by the Illinois EPA to be in violation of any applicable environmental requirements, then the bidder will be given a period of ten calendar days to return to compliance with respect to the violations identified. Failure to return to compliance within the ten-day period will result in a determination of “unacceptable” and the bidder will not be eligible for contract award. We reserve the right to reject all firms that have a history of non-compliance with applicable environmental requirements.

You should be prepared for your “Responsiveness” submission to be accepted as submitted; however, if it is deemed in the best interest of the Agency, discussions with vendors whose submissions have been determined to be “potentially acceptable” may take place. Any such bidder may be requested to submit



supplemental information for the purpose of attempting to make their submission “acceptable”. Upon receipt of said supplemental information, the submission will receive a final evaluation of “acceptable” or “unacceptable”.

Any firm which scores “unacceptable” will not be allowed to participate further in this procurement and their Price/Compensation Proposal will be returned unopened.

- d) Price. We will identify the lowest cost offer(s), per category (large category / small category).
- e) Award. The responsible VENDOR(s) who submitted the lowest cost offer(s), per small site or large site category that meets "administrative" and "responsiveness" requirements shall be eligible for award.

#### **END OF INSTRUCTIONS**

## **DESCRIPTION OF SERVICES**

### **1. NEED FOR SERVICES.**

The Illinois EPA (Agency) needs one or more Waste Tire Cleanup Contractor (WTCC) to remove and properly dispose of used and waste tires from dump sites and countywide collections, and have them lawfully recovered in an environmentally sound manner. Cleanups will be conducted at sites that contain as few as 50 tires; however, some cleanups may exceed 100,000 tires. Between May 1, 1990 and December 31, 2003, the Agency conducted more than 1600 used and waste tire cleanups, recovering more than 140,000.00tons of waste tires, representing more than 11.4 million passenger tire equivalents (PTE).

We believe there will be more than two million dollars for this waste tire program for each of the next three years. At this time, IEPA anticipates awarding multiple contracts in each of the two categories (large sites and small sites). The number of contractors chosen will be based on the number of bidders that pass all criteria, the location of the contractor's home base(s), and the cost proposal submitted by the bidder.

All WTCC receiving contracts will be awarded at least one project under the contract (see item 6 below). The WTCC will be assigned projects based on several criteria including, but not limited to: 1) proximity of the WTCC's home base to the project site, 2) proximity of the project site to the disposal/processing site, 3) the ability of the WTCC to perform the necessary work considering the equipment available and the ability to handle the types of tires present at the site, and 4) the WTCC's past performance conducting Agency removal projects. The WTCC will be evaluated by the on-scene coordinator on each project using the evaluation form enclosed in this package. If a contractor receives two unacceptable evaluations, the contractor will be placed on probation and will be subject to continuous oversight and possible termination by the Program Administrator.

For purposes of this procurement process, and during subject the contract period, the Program Administrator is the Agency's Used Tire Program Manager. The Used Tire Program staff that coordinates waste tire cleanups is the Assistant Program Administrator and may perform certain duties and conduct certain communication with the WTCC under authorization by the Program Administrator. The On-Scene Coordinator (OSC) is the regional Agency Used Tire Program inspector operating out of an Agency Bureau of Land regional office. The OSC will oversee the cleanup and serve as the primary site contact for the WTCC on the specific cleanup job. More specific information on the roles of the Agency personnel identified above will be provided to the WTCC in writing at the start of the contract period.

### **2. AGENCY'S GOAL.**

The goal is to continue the removal and proper recovery of waste tires in Illinois.

### **3. TECHNICAL SPECIFICATIONS.**

The hierarchy for the management of used and waste tires in Illinois is established in Section 53 of the Illinois Environmental Protection Act (ACT) [www.ppcb.state.il.us/statutes/title14.pdf](http://www.ppcb.state.il.us/statutes/title14.pdf). As a rule, no tires from Illinois EPA cleanups shall be landfilled unless specifically authorized in writing by the Agency.

The bidder should indicate whether the firm is submitting to perform cleanups at "small sites" or "large sites" or both. For the purposes of this IFB, a "small site" is defined as a site that contains equal to or less than 50 tons (4000 PTE) of waste tires as estimated by the On-Scene Coordinator (OSC). A "small site" will also not require the use of specialized equipment (i.e. track rig, high-lift, etc.) to complete the project. A "large site" is defined as a site that contains in excess of 50 tons of tires (4000 PTE), or the presence of Off-the-Road (OTR) tire, as estimated by the OSC. A "large site" may require the use of specialized equipment to conduct the cleanup.

Most of the dump site cleanups that IEPA assigns to the WTCC will include various types and sizes of waste tires. In your bid submission, you should indicate the types and sizes of waste tires that you can handle and remove from the site and indicate the appropriate disposal/processing facility(s) where the waste tires will be transported. The disposal/processing facility must be registered with the Illinois EPA

(if in-state) and must be in compliance with all applicable environmental requirements. No waste tires removed by a WTCC shall be disposed in a landfill in Illinois. However, shredded tires may be used as alternate daily cover in an Illinois landfill if the landfill possesses a supplemental permit to do so, provided the Agency determines there is no other practical alternative for recovery. Acceptable methods of recovery include shredding into tire-derived fuel, shredding into chips for use in civil engineering applications, conversion into crumb rubber, conversion into rubber-related products, etc. The bidder must provide a list of all potential disposal/processing facilities that they intend to use for waste tires collected during the contract period. The contractor may use a disposal/processing facility other than those listed in the bid submission only after approval by the Program Administrator. Failure to obtain this prior approval may result in non-payment of services provided and/or suspension/termination of the contract.

The Waste Tire Cleanup Contractor (WTCC) must be able to respond to a cleanup anywhere within the state and commence a waste tire cleanup within five calendar days of receipt of Illinois EPA notice.

Waste tire cleanups could involve a variety of situations with regard to the location of the waste tires. Waste tire sites could be located such that cleanup will not require any extraordinary effort to remove the tires, i.e., tires piled on vacant parking lot. However, other sites may be located in a rural area with the tires located in a gully or ravine.

#### **Organization and Management**

The WTCC shall provide the Illinois EPA with one telephone number that can be utilized to initiate a mobilization by the WTCC to the cleanup site. The WTCC shall commence cleanup activities within the time frame determined by the Program Administrator, in conjunction with the OSC, via the authorization letter signed by the Program Administrator or his/her designee. The Illinois EPA will provide the WTCC with a list of pre specified, authorized personnel (who shall have the power to order mobilization) at the time of entry into the proposed contract. The WTCC shall not have authority to mobilize or to incur costs unless, and until, notified by an individual specified on the Illinois EPA's list. The Illinois EPA representative who shall be the primary contact with the WTCC and who shall have the authority to make changes in the scope of work of a project is the Program Administrator. At the start of the contract period, and prior to the assignment of any cleanups under the contract, the Agency will provide all WTCCs, in writing, with a list and description of all Agency personnel with duties related to this contract as they apply to the WTCC. The list and description will include, but is not limited to, the Program Administrator, Assistant Program Administrator, and On-Scene Coordinators (OSC).

#### **4. Qualifications of Vendor and/or Vendor's staff (or others who would perform).**

**The contractor shall complete the Technical Qualifications Questionnaire. Should you require additional space for any item on the questionnaire, additional sheets may be attached. Additional sheets must maintain the questionnaire format. Material contained on attachments must be specified to items on the questionnaire.**

The Illinois EPA reserves the right to reject submissions from firms that have a history of non-compliance with Illinois environmental regulations.

For this procurement, we will consider contractors who are:

- ☐ Sole proprietorships;
- ☐ Partnerships;
- ☐ Corporations;
- ☐ Legal joint ventures;
- ☐ Contractor/sub-contractor arrangements;
- ☐ Limited Liability Companies

#### **5. Define the beginning and end date.**

The contract begins on July 1, 2004 (or upon signature and execution of said contract by the Agency, whichever is later) and ends June 30, 2007 with no renewal options.

**6. Contract termination or suspension.**

If at any time during the contract period the contractor is found to be operating in violation of any environmental requirements, then the contract will be suspended and the contractor ineligible for any further project assignments until such time as the site returns to full compliance.

Documentation of non-compliance will be provided to the contractor via the IEPA's Used Tire Program in the form of an IEPA inspection report and notice of violation. All in-state contractors will be inspected by IEPA personnel on at least a semi-annual basis. The IEPA will request that the appropriate state environmental agency notify the IEPA of any occurrences of non-compliance for any out-of-state contractors.

**7. Subcontracting is allowed. All subcontractors are subject to approval of the Agency.**

**Only** subcontractors identified in the contract, (by name, address and estimated amount to be paid), shall be used by the contractor for the duration of the contract without the approval and consent of the Illinois EPA. Approval and consent of a subcontractor must be granted by the Agency's Project Manager.

The contractors shall identify those services to be provided by subcontractors and shall list in the proposal the names and addresses of the subcontractors which are to provide each service and the approximate percentage of the total of any contract each subcontractor will receive.

Services of subcontractor(s) is/are not paid for in a timely fashion, the Vendor shall remain solely responsible for any amounts due to such subcontractor(s). Furthermore, the Agency may, at its sole discretion, withhold from any payment due to the Vendor, an amount equal to the unpaid amount due to such subcontractor(s) until such time as the Vendor pays the full amount due to such subcontractor(s).

**Minority and Female Business**

The Illinois Environmental Protection Agency has committed to a "fair share" contractual service goal of 15% for Illinois certified Women Business Enterprises (WBEs) and/or Minority Business Enterprises (MBEs). Any contractor that is awarded a contract pursuant to this procurement which subcontracts more than 15% of the value of the awarded contract shall also set for itself a goal of awarding 15% or more of the value of the subcontracted portion of the contract, to an Illinois certified Women and/or Minority owned business. This requirement shall be contingent upon the availability of qualified Women and/or Minority owned businesses to perform the required work.

Any contractor which intends to subcontract less than 15% of the value of the contract, shall set for itself a goal of awarding the total amount subcontracted to an Illinois certified Women and/or Minority owned business. This requirement shall be contingent upon the availability of qualified Women and/or Minority owned businesses to perform the required work.

The following is an example of the evaluation form used by the On-Scene Coordinators to evaluate the WTCC on each project.

## WTCC PROJECT EVALUATION FORM

**Contractor Name:** \_\_\_\_\_

**Project Date(s):** \_\_\_\_\_

**Site Number:** \_\_\_\_\_

**Site Name:** \_\_\_\_\_

**On-Scene Coordinator:** \_\_\_\_\_

Please mark the following items in blue or black ink. Items are evaluated from one (1) to five (5) where:

1 = poor

2 = fair

3 = acceptable

4 = good

5 = excellent

1. Did the contractor contact you at least 72 hours (3 days) before the intended commencement of the project? 1 2 3 4 5
2. Did the contractor arrive at the site on the agreed upon date and time? 1 2 3 4 5
3. Did the contractor arrive at the site with the necessary equipment and personnel to conduct the removal? 1 2 3 4 5
4. Was the removal conducted in a timely and efficient manner considering the amount and type(s) of tires present and the location of the tires? 1 2 3 4 5
5. Were all tires removed from the site and the site left in good condition? 1 2 3 4 5
6. Did the contractor properly notify you upon project completion and concerning any problems/questions concerning the removal? 1 2 3 4 5

## Technical Qualification Questionnaire

1. Company Name \_\_\_\_\_

2. Company Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 3. Location of Branch Offices

|                     | <u>City and State</u>   | <u>Yrs. In Location</u> |
|---------------------|-------------------------|-------------------------|
| a. Illinois         | _____<br>_____<br>_____ | _____<br>_____<br>_____ |
| b. Midwest          | _____<br>_____<br>_____ | _____<br>_____<br>_____ |
| c. Continental U.S. | _____<br>_____<br>_____ | _____<br>_____<br>_____ |

4. Applying for projects at:    ☐ Small sites only;    ☐ Large sites only;  
                                                 ☐ Small and Large Sites

### 5. Experience

- a. How many years has your organization been in the waste tire management business?
- b. List the waste tire cleanups that have previously been completed by your organization. Provide information on the number of tires removed, if the tires were shredded/chopped, and how the tires were disposed.
- c. List other experiences that you feel will qualify you for this work.

### 6. Personnel

Clearly identify those individuals who will be the WTCC's Program Manager (Administrator) and those employees who will be responsible for fieldwork:

WTCC Program Manager: \_\_\_\_\_

WTCC Field Personnel: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 7. Subcontractors

List those companies that may be selected as subcontractors.

|    | <u>Company Name</u> | <u>Job &amp; Work Performed</u> | <u>% of contract Performed</u> |
|----|---------------------|---------------------------------|--------------------------------|
| 1. | _____               | _____                           | _____                          |
|    | _____               | _____                           | _____                          |
| 2. | _____               | _____                           | _____                          |
|    | _____               | _____                           | _____                          |
| 3. | _____               | _____                           | _____                          |
|    | _____               | _____                           | _____                          |

## 8. Used Tire Transporters

| <u>Transporter Name</u> | <u>IEPA Registration Number</u> |
|-------------------------|---------------------------------|
| _____                   | T _____                         |
| _____                   | T _____                         |
| _____                   | T _____                         |
| _____                   | T _____                         |

## 9. Disposal/Processing Facilities (Where waste tires will be transported):

\_\_\_\_\_

## 10. Equipment

# of items \_\_\_\_\_ Make & Model \_\_\_\_\_

Serial # \_\_\_\_\_ Own / Rent / Lease (circle one)

# of items \_\_\_\_\_ Make & Model \_\_\_\_\_

Serial # \_\_\_\_\_ Own / Rent / Lease (circle one)

# of items \_\_\_\_\_ Make & Model \_\_\_\_\_

Serial # \_\_\_\_\_ Own / Rent / Lease (circle one)

# of items \_\_\_\_\_ Make & Model \_\_\_\_\_

Serial # \_\_\_\_\_ Own / Rent / Lease (circle one)

## 11. Methods

- How will tires with dirt in or on them be handled?
- How will bias-ply, radial, truck, agg-tractor or OTR tires be handled?
- How will tires on rims be handled?

- d. How will tires located in a ravine be recovered for removal?

## **PRICING/COMPENSATION INFORMATION and DEFINITIONS**

1. For the purpose of preparing the Pricing/Compensation form, the following apply:

### **Per-Mile Mobilization Rate**

The loading and transporting of all equipment and workers necessary to cleanup a waste tire site. Mobilization can be from the contractor's home base to the cleanup site, from one cleanup site to another, and from a cleanup site back home. However, the Agency will only pay for mobilization costs on a per mile basis for travel within the State of Illinois, regardless of the location of the WTCC's headquarters. This charge is a standard unit rate charged for mobilization to and from the project site on a per mile basis. This rate may include such cost components as labor, gasoline, vehicle usage fee, overhead, per diem profit, etc. This rate DOES NOT include the cost of cleanup, transportation, or disposal.

Occasionally, the Agency will request that multiple sites be cleaned up under the same authorization letter. In that case, the mobilization miles for the first cleanup site shall be the number of miles from the WTCC home base to the first cleanup site (one way, not round trip). The mobilization miles for the second cleanup site shall be the number of miles from the first cleanup site to the second cleanup site (one way, not round trip). The mobilization miles for the last cleanup site shall be the number of miles from the previous cleanup site to the last cleanup site plus the number of miles from the last cleanup site back to the WTCC home base. Each cleanup site shall be billed on its own separate voucher/invoice.

### **Per-Ton Cleanup Rate**

Includes retrieval and loading of waste tires onto a vehicle for transportation to a processing facility, including any disposal or tipping fees that are charged at the processing facility.

### **Per-Ton-Mile Transportation Rate**

The hauling of waste tires from the cleanup site to a processing facility, including empty miles traveled by transportation back to the project site. Transportation DOES NOT include mobilization or cleanup. This represents the round-trip miles from the cleanup site to and from the processing/disposal site.

2. Payment Terms and Conditions (including when paid, frequency and retainage). In addition to Standard Terms and Conditions, 3. Billing:

- a) The contractor may submit vouchers to the Agency no more frequently than every two weeks for services rendered during the previous period;
- b) Each invoice will be accompanied by the standard Agency billing forms (enclosed). One master invoice number must be designated for Agency tracking purposes. Charges for multiple cleanup sites may not be stated on the same invoice. The standard Agency billing forms consist of 2 pages. The first page requires the following information:

- (1). Site Number, County, City, and Site Name of cleanup site;



- (2). Mobilization Charge – Appropriate per-mile mobilization rate; Number of round-trip miles traveled to and from the WTCC's home base to the cleanup site; total charge
- (3). Per-Ton Cleanup Charge – Appropriate per-ton cleanup rate; number of tons collected at the site; total charge
- (4). Per-Ton-Mile Transportation Charge – Appropriate per-ton-mile transportation rate; Total number of tone collected from the cleanup site; Round-trip miles to and from the cleanup site to the processing/disposal facility; total charge
- (5) \* Indicate rate charge for use of special equipment (if applicable) by stating the type of equipment and the numbers of hours used; total charge
- (6) Grand Total – total of all applicable charges described above

The second page of the standard Agency billing form requires the following information:

- (1). Site Number, County, City, and Site Name of cleanup site;
- (2). Indicate the Date, Weight Ticket Number, and Number of Tons Hauled in the table for each load transported from the cleanup site; state Total Tons Hauled in box at bottom of page.
- (3). Indicate the name and location of the processing/disposal site where the waste tires were transported in the Comment section along with any other relevant information or notes.

All invoices MUST be accompanied by weight tickets from a certified scale documenting the tonnage contained in each load transported from the cleanup site. The Contractor may only claim reimbursement for tonnage identified on a weight ticket.

\* The Contractor's charges for any specialized equipment will not exceed the current published rates located in the latest edition of the publication of the "Environmental Cost Data - Unit Price Book" published by R. S. Means Company, Inc. and Talisman Partners, Ltd., Kingston, MA. Changes will be compared to the respective equipment rate. Localization rates shall not be used unless specifically approved, in writing in a contract amendment.

- c) Invoices shall be submitted to: Illinois Environmental Protection Agency, Bureau of Land, Attn: Used Tire Unit Manager, Post Office Box 19276, Springfield, Illinois 62794-9276;
- d) All invoices shall include the Contract No. found in the box at the bottom of page 1 of the Contract;

- e) Questions regarding invoice payment status, invoice processing, etc. for this contract shall be directed to the Bureau of Land's Financial Management Unit, phone 217/782-0444.
5. Tax Exemption. AGENCY'S State of Illinois tax exemption number is **E9988-7169-03**. The Federal tax exemption certificate is available on request.

**SUBMIT THIS PRICE INFORMATION IN A SEPARATE SEALED ENVELOPE IN THE OFFER CONTAINER.**

**PRICING/COMPENSATION**  
**For Small Sites**

Name \_\_\_\_\_

Method and Rate of Compensation. The rates shown below will be valid for the entire contract period.  
**SUBMIT THIS PRICE INFORMATION IN A SEPARATE SEALED ENVELOPE IN THE OFFER CONTAINER.**

Per Mile Mobilization rate(s):

|       |                                         |
|-------|-----------------------------------------|
| _____ | Sites containing ten (10) or less tons  |
| _____ | Sites containing between 11 and 50 tons |

Per ton Cleanup rate(s):

|       |                                         |
|-------|-----------------------------------------|
| _____ | Sites containing ten (10) or less tons  |
| _____ | Sites containing between 11 and 50 tons |

Per ton mile to transport:

|       |                                         |
|-------|-----------------------------------------|
| _____ | Sites containing ten (10) or less tons  |
| _____ | Sites containing between 11 and 50 tons |

**PRICING/COMPENSATION**  
**For Large Sites**

Name \_\_\_\_\_

Method and Rate of Compensation. The rates shown below will be valid for the entire contract period.  
**SUBMIT THIS PRICE INFORMATION IN A SEPARATE SEALED ENVELOPE IN THE OFFER CONTAINER.**

Per Mile Mobilization rate(s):

|       |                                          |
|-------|------------------------------------------|
| _____ | Sites containing between 51 and 200 tons |
| _____ | Sites containing over 200 tons           |
| _____ | Sites containing OTR tires               |

Per ton Cleanup rate(s):

|       |                                          |
|-------|------------------------------------------|
| _____ | Sites containing between 51 and 200 tons |
| _____ | Sites containing over 200 tons           |
| _____ | Sites containing OTR tires               |

Per ton mile to transport:

|       |                                          |
|-------|------------------------------------------|
| _____ | Sites containing between 51 and 200 tons |
| _____ | Sites containing over 200 tons           |
| _____ | Sites containing OTR tires               |

Describe expenses that will be separately billed and show price or means of determining price for those expenses. The Contractor's charges for any specialized equipment which is owned or leased will not exceed the current published rates located in the latest edition of the publication of the "Environmental Cost Data - Unit Price Book" published by R. S. Means Company, Inc. and Talisman Partners, Ltd., Kingston, MA. Changes will be compared to the respective equipment rate. Localization rates shall not be used unless specifically approved, in writing in a contract amendment. Any specialized equipment that is rented for a particular project will be reimbursed at the rental rate.

## **STANDARD TERMS AND CONDITIONS**

1. **TERM AND RENEWALS:** The length of the CONTRACT, including any renewals, may not exceed that allowed by law, including **30 ILCS 500/20-60**. When the term begins upon execution, that means the date of final execution by the State. If the commencement of performance is delayed because the CONTRACT is not executed by the State on the start date, the State may change the start date, end date and milestones to reflect the delayed execution. No renewal may be effective automatically. No renewal may be effective solely at the Vendor's option.
2. **TERMINATION FOR CONVENIENCE:** If AGENCY terminates for convenience, AGENCY shall pay VENDOR for services satisfactorily provided and authorized expenses incurred up to the time of termination.
3. **BILLING:**
  - a) VENDOR shall submit invoices to the address on the schedule and with the detail determined by the AGENCY. This detail may include listing all services billed by date, hours worked, expenses and Taxpayer Identification Number. By submitting an invoice VENDOR certifies that the services have met all of the required standards set forth in the CONTRACT and amount billed and expenses incurred are as allowed in the CONTRACT.
  - b) VENDOR shall not bill for any taxes unless a statement is attached to the bill identifying the tax and showing why it is legally chargeable to the State. Should it be determined the taxes are legally chargeable to the State, the State will pay the tax as required. State and federal tax exemption information is available upon request. The State does not warrant that the interest component of any payment, including installment payments, to Vendor are exempt from income tax liability.
  - c) Invoices for services performed and expenses incurred prior to July 1st must be presented to the AGENCY no later than July 31; otherwise VENDOR may have to seek payment of such invoices through the Illinois Court of Claims (**30 ILCS 105/25**).
4. **PAYMENT:**
  - a) Late payment charges, if any, shall not exceed the formula established in the State "Prompt Payment" Act (**30 ILCS 540/1 et seq.**) and implementing rules (**74 Ill. Adm. Code 900**). Payments delayed at the beginning of the State's fiscal year (July and August payments) because of the appropriation process shall not be considered a breach.
  - b) The AGENCY shall not be liable to pay VENDOR for any services performed or expenses for the services subject of this CONTRACT incurred prior to the beginning of the term of this CONTRACT.
  - c) The approved invoice amount will be paid less any previous partial payments. Final payment shall be made upon determination by the AGENCY that all requirements under this CONTRACT have been completed, which determination shall not be unreasonably withheld. Such final payment will be made subject to adjustment after completion of an audit of vendor's records as provided for in this CONTRACT.
  - d) Payments shall be made to conform to State fiscal year requirements notwithstanding any contrary provision in this CONTRACT or order. This may include prorating payments that extend beyond the end of the State's fiscal year (July 1 - June 30).
  - e) Any CONTRACT or order that is labeled "subject to financing" or words to similar effect is subject to the AGENCY obtaining suitable financing.
  - f) Any contract or order requiring payment of financing interest is subject to the interest rate limitation set by law of the greater of 9% or 125% of the G.O. Bond Index (**30 ILCS 305/1**).

5. **AVAILABILITY OF APPROPRIATIONS (30 ILCS 500/20-60):** AGENCY shall use its best efforts to secure sufficient appropriations to fund this CONTRACT. However, the AGENCY'S obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. The AGENCY shall determine whether amounts appropriated are sufficient. AGENCY shall give VENDOR notice of insufficient funding as soon as practicable after AGENCY becomes aware of the insufficiency. VENDOR'S obligation to perform shall cease upon receipt of the notice.
6. **CONSULTATION:** VENDOR shall consult with and keep the AGENCY fully informed as to the progress of all matters covered by this CONTRACT. Where time permits and VENDOR is not otherwise prohibited from so doing, VENDOR shall offer the AGENCY the opportunity to review relevant documents prior to filing with any public body or adversarial party. VENDOR shall promptly furnish the AGENCY with copies of all correspondence and all documents prepared in connection with the services rendered under this CONTRACT. Upon request, VENDOR shall arrange, index and deliver all correspondence and documents to the AGENCY.
7. **PERFORMANCE REVIEWS:** The State may conduct a post performance review of the VENDOR'S performance under the contract. Any professional and artistic services performed under this CONTRACT shall be subject to a post performance review. The VENDOR shall cooperate with the State in this review, which may require that VENDOR provide records of its performance and billing. Vendor shall provide any required information within 30 days of the AGENCY'S request. This post performance review may be used by any State agency in determining whether to enter into other contractual relationships with the VENDOR.
8. **AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65):** VENDOR and its subcontractors shall maintain books and records related to performance of this CONTRACT or subcontract and necessary to support amounts charged to the State in accordance with applicable law, terms and conditions of this CONTRACT, and generally accepted accounting practice. VENDOR shall maintain these books and records for a minimum of three (3) years after the completion of the CONTRACT, final payment, or completion of any CONTRACT audit or litigation whichever is later. All books and records shall be available for review or audit by the AGENCY, its representatives, the Illinois Auditor General, and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. VENDOR agrees to cooperate fully with any such review or audit. If any audit indicates overpayment to VENDOR, or subcontractor, the AGENCY shall adjust future or final payments otherwise due. If no payments are due and owing to VENDOR, or if the overpayment exceeds the amount otherwise due, VENDOR shall immediately refund all amounts that may be due to the AGENCY. Failure to maintain the books and records required by this Section shall establish a presumption in favor of the AGENCY for the recovery of any funds paid by the AGENCY under the CONTRACT for which adequate books and records are not available to support the purported disbursement.
9. **SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and shall in any event be performed so as to minimize inconvenience to the State and its personnel and minimize interference with the State's operations.
10. **INDEPENDENT CONTRACTOR:** The VENDOR shall be an independent contractor. Services performed pursuant to this CONTRACT are not rendered as an employee of the AGENCY or of the State of Illinois. Amounts paid pursuant to this CONTRACT do not constitute compensation paid to an employee.
11. **RESPONSIBILITY FOR AGENTS AND EMPLOYEES:** VENDOR shall remain fully responsible for the negligent acts and omissions of its agents, employees and subcontractors in their performance of VENDOR'S duties under this CONTRACT. VENDOR represents that it shall utilize the services of individuals skilled in the profession for which they will be used in performing services hereunder. In the event that the AGENCY determines that any individual performing services for VENDOR hereunder is not providing such skilled services, it shall promptly so notify VENDOR and VENDOR shall replace that individual.

12. **LICENSE:** VENDOR, or its employees who would perform services requiring a license, shall have and maintain any required license. With the consent of the AGENCY, VENDOR may meet the license requirement through use of a subcontractor.

13. **ASSIGNMENT AND SUBCONTRACTING:**

- a) VENDOR may not assign, subcontract, or transfer any interests in the work subject of this CONTRACT without AGENCY'S prior written consent. In the event the AGENCY gives such consent, the terms and conditions of this CONTRACT shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as VENDOR is hereby bound and obligated. This includes requiring such parties to submit certifications and disclosures to AGENCY for review and approval.
- b) Where VENDOR is providing professional and artistic services, names and addresses of all subcontractors utilized by VENDOR shall be listed in an addendum to this CONTRACT together with the anticipated amount of money that the subcontractor is expected to receive pursuant to this CONTRACT **(30 ILCS 500/35-40)**.
- c) If VENDOR is unable to secure or maintain individuals named in the CONTRACT to render the services set forth in the CONTRACT, VENDOR shall not be relieved of its obligations to complete performance. However, the AGENCY shall have the option to terminate the CONTRACT upon written notice to VENDOR.
- d) The AGENCY may transfer the subject matter of this CONTRACT or payment responsibility to another State agency after giving written notice to VENDOR.
- e) AGENCY reserves the right to assign the contract for financing purposes.

14. **MAINTENANCE ASSURANCE:**

- a) The AGENCY reserves the right to maintain any equipment purchased under this Agreement using AGENCY personnel or third-party maintainers. In such case, VENDOR shall provide the AGENCY or its maintenance provider with such services, documentation, materials and parts under reasonable terms and conditions and at reasonable costs. The AGENCY reserves the right to return to VENDOR'S maintenance following written certification by VENDOR that the equipment is eligible for VENDOR'S maintenance. In such event, VENDOR'S standard charges for the certification inspection, plus any applicable charges required to bring the equipment into eligibility for VENDOR'S maintenance shall apply. Exercise of these rights by the AGENCY shall be without penalty or sanction by VENDOR.
- b) Should VENDOR discontinue service or maintenance of equipment or software provided under this CONTRACT, VENDOR shall provide to the AGENCY adequate documentation and access to specialized or proprietary tools to allow the AGENCY or a subcontractor to maintain the equipment or software. This provision shall not apply if VENDOR makes arrangements for continued service and maintenance through another vendor and at a price acceptable to the AGENCY.

15. **SOLICITATION AND EMPLOYMENT:** VENDOR shall not employ any person employed by the AGENCY at any time during the term of this CONTRACT to perform any work required by the terms of this CONTRACT. As a condition of this CONTRACT, the VENDOR shall give notice immediately to the AGENCY'S director if VENDOR solicits or intends to solicit for employment any of the AGENCY'S employees during the term of this CONTRACT. AGENCY has no authority to contractually refuse to hire VENDOR'S employees who apply to the State for employment.

16. **BACKGROUND CHECK:** The State may conduct criminal and driver history background checks of VENDOR'S officers, employees or agents who would directly supervise or physically perform

the CONTRACT requirements at State facilities. Any such officer, employee or agent deemed unsuitable by the State must be replaced immediately.

17. **CONFLICTS OF INTEREST:** VENDOR covenants that it has disclosed, and agrees it is under a continuing obligation to disclose to the AGENCY, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest under Article 50 of the Illinois Procurement Code (**30 ILCS 500/50**), or which may conflict in any manner with the VENDOR'S obligations under this CONTRACT. VENDOR further covenants that it shall not employ any person with a conflict to perform under this CONTRACT. VENDOR further covenants that no person has an interest in VENDOR or in this CONTRACT that would violate Illinois law, including **30 ILCS 500/50-13**.

18. **CONFIDENTIALITY AND USE OF WORK PRODUCT:**

- a) Any documents or information obtained by VENDOR from the AGENCY in connection with this CONTRACT shall be kept confidential and shall not be provided to any third party unless disclosure is approved in writing by the AGENCY. All work product produced under this CONTRACT, including, but not limited to, documents, reports, information, documentation of any sort and ideas, whether preliminary or final, shall become and remain the property of the STATE, including any patent, copyright or other intellectual property rights. With the exception of ideas, all such work products shall be considered works made for hire within the meaning of 17 U.S.C. §101. To the extent that any portion of such work products is not a work made for hire, VENDOR completely and without reservation assigns to the AGENCY all right, title and interest in and to such portion of the work products, as well as all related copyright, patent, trade secret, and other related proprietary rights therein. The AGENCY shall exercise all rights of ownership in all such work product without restriction or limitation and without further compensation to VENDOR. The AGENCY shall have the right to use all such work product without restriction or limitation and without further compensation to VENDOR. VENDOR shall not acquire or have any right to use, disclose or reproduce the work product or any equipment, documents, information, media, software, or know-how obtained from the State except to perform this CONTRACT. Nothing herein shall be construed as precluding the use of any information independently acquired by VENDOR without such limitation.
- b) The ideas, concepts, methodologies, processes, inventions and tools (including computer hardware and software where applicable) that VENDOR previously developed and brings to the AGENCY in furtherance of performance of the CONTRACT shall remain the property of the VENDOR. VENDOR grants to the AGENCY a nonexclusive license to use and employ such software, ideas, concepts, methodologies, processes, inventions and tools solely within its enterprise.

19. **LIABILITY AND INSURANCE:**

- a) VENDOR agrees to assume all risk of loss and to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the State) resulting from the negligence or misconduct of VENDOR, its employees, agents, or subcontractors in the performance of the CONTRACT. VENDOR shall assume risk of loss until delivery to the agency's facility. VENDOR shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction, or damage to State property, and shall at the State's request and expense, furnish to the State reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery.
- b) VENDOR shall maintain public liability, casualty and auto insurance in sufficient amount to protect the State from liability for acts of VENDOR and risks and indemnities assumed by



VENDOR. If VENDOR does not have minimum coverage for bodily injury of \$250,000 per person/\$500,000 per occurrence, and for property damage, \$100,000 per occurrence, VENDOR must inform the AGENCY and seek written permission for lesser coverage. VENDOR shall carry Worker's Compensation Insurance in amount required by law. Upon request, VENDOR shall provide and maintain any bond required by law or the AGENCY. VENDOR shall provide copies of certificates of insurance evidencing the coverage described in this paragraph, when requested by the Agency.

- c) VENDOR shall, at its expense, defend the AGENCY against all claims asserted by any person that anything provided by VENDOR infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the AGENCY in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment shall be obtained against the AGENCY'S use or operation of the items provided by VENDOR hereunder or any part thereof by reason of any alleged infringement, VENDOR shall, at its expense, either (a) modify the item so that it becomes noninfringing; or (b) procure for the AGENCY the right to continue to use the item; or (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the AGENCY an amount equal to the price paid, less reasonable usage from installation acceptance through cessation of use, which amount shall be calculated on a useful life not less than 5 years, and plus any additional costs the State may incur to acquire substitute services.
  - d) The AGENCY assumes no liability for actions of VENDOR and is unable to indemnify or hold VENDOR harmless for claims based on this CONTRACT or use of VENDOR provided services. Unless provided by law, VENDOR is not eligible for indemnity under the State Employee Indemnification Act (**5 ILCS 350/1 et seq.**). Any liability for damages that the State might have is expressly limited by and subject to the provisions of the Illinois Court of Claims Act (**705 ILCS 505/1**) and to the availability of suitable appropriations.
20. **TAX COMPLIANCE:** VENDOR shall be in compliance with applicable tax requirements and shall be current in payment of such taxes.
21. **WARRANTY:** VENDOR warrants that all services will be performed in a good and professional manner.
22. **BREACH AND OTHER FOR CAUSE TERMINATION:** AGENCY may terminate this CONTRACT without penalty to the AGENCY or further payment required in the event of:
- a) any breach of this contract which, if it is susceptible of being cured, is not cured within 15 days of the AGENCY giving notice of breach to VENDOR, including but not limited to failure of VENDOR to maintain covenants, representations, warranties, certifications, bonds and insurance;
  - b) commencement of a proceeding by or against VENDOR under the United States Bankruptcy Code or similar law; or any action by VENDOR to dissolve, merge, or liquidate; or
  - c) material misrepresentation or falsification of any information provided by VENDOR in the course of any dealing between the PARTIES or between VENDOR and any State agency.
23. **DISPUTE RESOLUTION:** The State shall not enter into binding arbitration to resolve any dispute that may arise under this CONTRACT.
24. **NOTICES:** Notices shall be in writing and may be delivered by any means. Notices sent by fax must show the date/time of successful receipt at the fax number set forth on the signature page. Either party may at any time give notice in writing to the other party of a change of name,

address, or fax number. Notices to VENDOR shall be sent to the person shown on the signature page. Notices to AGENCY shall be sent to the AGENCY assigned Project Manager.

25. **ENTIRE CONTRACT:** This CONTRACT, including any attachments, constitutes the entire CONTRACT between the PARTIES. Modifications and waivers must be in writing and signed or approved by authorized representatives of the PARTIES to be binding. If any term or condition of this CONTRACT is declared void, unenforceable, or against public policy, that term or condition shall be ignored and shall not affect the remaining terms and conditions of this CONTRACT, and the CONTRACT shall be interpreted as far as possible to give effect to the PARTIES' intent.
26. **NON-DISCRIMINATION:** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the AGENCY does not unlawfully discriminate in employment, contracts, or any other activity.
27. **APPLICABLE LAW:** This CONTRACT shall be construed in accordance with the laws and rules, including the Standard Procurement Rules, of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. Any claim against the State arising out of this CONTRACT must be filed exclusively with the Illinois Court of Claims (**705 ILCS 505/1**). The State of Illinois does not waive sovereign immunity by entering into this CONTRACT. Any provision containing a citation to Illinois statutory requirements (cited ILCS) may not contain complete statutory language. The official text, which is incorporated by reference, can be found in the appropriate chapter and section of the Illinois Compiled Statutes.
28. **CONTRACTING AUTHORITY:**
  - a) Certain awards and contracts must be signed or approved by the Director of the Department of Central Management Services (CMS) before they are binding on the State.
  - b) CMS may be mentioned in this CONTRACT in a capacity other than a "Party". In those instances CMS acts as a contracting or approving agency and shall not be responsible for costs or funding even though payments may be made through CMS facilities.

### **3.0 AGENCY SPECIFIC CONTRACT TERMS AND CONDITIONS**

#### **Insurance Requirements**

Upon request of the Agency, the successful contractor(s) may have to provide an original Certificate of Insurance evidencing the insurance requirements below for the full term of the contract.

1. Workers Compensation -- Statutory Compensation Coverage
2. Comprehensive General Liability -- \$1,000,000.00 (minimum) per occurrence combined single damage limit bodily injury and property damage.
3. Comprehensive Automobile Liability -- \$500,000.00 per occurrence combined single damage limit bodily injury and property damage.

#### **News Releases**

Without the express written approval of the Agency, the contractor shall not make news releases pertaining to this procurement, to the contract, or to any aspect of this project.

#### **Response Contractor's Indemnification Fund**

If on the first day of any State Fiscal Year (July 1) the balance in the Response Contractors Indemnification Fund (RCIF) is \$4,000,000 or less, five percent (5%) of each payment to be made by the Agency under the contract shall be paid by the Agency directly into the RCIF. If on the first day of any State Fiscal Year the balance in the RCIF is more than \$4,000,000, the Agency shall not divert any funds to be paid under the contract to the RCIF during that Fiscal Year. In the event that funds are diverted to the RCIF, 5% will be added as an additional line item to the contract. The 5% will not be taken from the amount that is due the Contractor.

Beginning July 1, 2001, it is anticipated that the balance in the RCIF will be more than \$4,000,000.00, so bids for this RFP should **not** reflect an increase for the 5%.

The Agency will monitor the balance in the Response Contractors Indemnification Fund at the beginning of each State Fiscal Year. If the balance is less than \$4,000,000, an amendment will be initiated to indicate the procedures that will apply.

## **CERTIFICATIONS**

VENDOR certifies its compliance or agreement to comply with the following legal requirements, and that it is not barred from being awarded a contract or subcontract due to violation of, or inability or unwillingness to comply with those requirements.

**Non-discrimination--Federal Requirements.** VENDOR, its employees and subcontractors, agree to comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, and rules applicable to each. The Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and rules (28 CFR 35.130) (ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this contract, the VENDOR certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the ADA.

**(5 ILCS 385/3) Default on Repayment of Educational Loan.** No State agency shall contract with an individual for goods or services if that individual is in default on an educational loan. [A partnership shall be considered barred if any partner is in default on an educational loan].

**(30 ILCS 105/15a) Early Retirement.** VENDOR certifies he/she has informed the director of the agency in writing if he/she was formerly employed by that agency and has received an early retirement incentive under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. VENDOR acknowledges and agrees that if such early retirement incentive was received, this contract is not valid unless the official executing the contract has made the appropriate filing with the Auditor General prior to execution.

### **(30 ILCS 500/50-5) Bribery.**

- a) No person or business entity shall be awarded a contract or sub-contract if that person or business entity: (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or (2) has made an admission of guilt of such conduct that is a matter of record but has not been prosecuted for such conduct.
- b) No business shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and; (1) the business has been finally adjudicated not guilty; or (2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer or a high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.
- c) For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and pursuant to the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

**(30 ILCS 500/50-10) Felony Conviction.** Unless otherwise provided, no person or business entity convicted of a felony shall do business with the State of Illinois or any State agency from the date of conviction until 5 years after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

### **(30 ILCS 500/50-13) Interest of State Employee, Spouse and Minor Children.**

- a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois **[\$87,526.20]**, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor

child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

- (b) **Interests.** It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor **[\$145,526.20]**, to have or acquire any such contract or direct pecuniary interest therein.
- (c) **Combined interests.** It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor **[\$291,754.00]**, to have or acquire any such contract or direct pecuniary interest therein.
- (d) **Securities.** Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.
- (e) **Prior interests.** This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.
- (f) **Exceptions.**
  - (1) **Public aid payments.** This Section does not apply to payments made for a public aid recipient.
  - (2) **Teaching.** This Section does not apply to a contract for personal services as a teacher or school administrator between a member of the General Assembly or his or her spouse, or a State officer or employee or his or her spouse, and any school district, public community college district, the University of Illinois, Southern Illinois University, Illinois State University, Eastern Illinois University, Northern Illinois University, Western Illinois University, Chicago State University, Governor State University, or Northeastern Illinois University.
  - (3) **Ministerial duties.** This Section does not apply to a contract for personal services of a wholly ministerial character, including but not limited to services as a laborer, clerk, typist, stenographer, page, bookkeeper, receptionist, or telephone switchboard operator, made by a spouse or minor child of an elective or appointive State officer or employee or of a member of the General Assembly.
  - (4) **Child and family services.** This Section does not apply to payments made to a member of the General Assembly, a State officer or employee, his or her spouse or minor child acting as a foster parent, homemaker, advocate, or volunteer for or in behalf of a child or family served by the Department of Children and Family Services.
  - (5) **Licensed professionals.** Contracts with licensed professionals, provided they are competitively bid or part of a reimbursement program for specific, customary goods and services through the Department of Children and Family Services, the Department of Human Services, the Department of Public Aid, the Department of Public Health, or the Department on Aging.
- (g) **Penalty.** A person convicted of a violation of this Section is guilty of a business offense and shall be fined not less than \$1,000 or more than \$5,000.

**(30 ILCS 500/50-25) Inducements.** Any person who offers or pays any money or valuable thing to any person to induce him or her not to bid on a State contract is guilty of a Class 4 felony. Any person who accepts money or other valuable thing for not bidding on a State contract or who withholds a bid in

consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony.

**(30 ILCS 500/50-30) Revolving Door Prohibition.** Chief procurement officers, associate procurement officers, State purchasing officers, their designees whose principal duties are directly related to State procurement, and executive officers confirmed by the Senate are expressly prohibited for a period of 2 years after terminating an affected position from engaging in any procurement activity relating to the agency most recently employing them in an affected position for a period of at least 6 months. The prohibition includes but is not limited to: lobbying the procurement process; specifying; bidding; proposing bid, proposal, or contract documents; on their own behalf or on behalf of any firm, partnership, association, or corporation. This Section applies only to those persons who terminate an affected position on or after January 15, 1999.

**(30 ILCS 500/50-40) Reporting Anticompetitive Practices.** When, for any reason, any vendor, bidder, contractor, or designee suspects collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers or employees of the State, a notice of the relevant facts shall be transmitted to the Illinois Attorney General and the chief procurement officer. This includes reporting any chief procurement officer, State purchasing officer, designee, or executive officer who willfully uses or allows the use of specifications, competitive bid documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the procurement, bidding, or contract process **(30 ILCS 500/50-45)**, or any current or former elected or appointed State official or State employee to knowingly uses confidential information available only by virtue of that office or employment for actual or anticipated gain for themselves or another person **(30 ILCS 500/50-50)**.

**(30 ILCS 580) Drug-free Workplace.** No grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract from the State for the procurement of any property or services unless that grantee or contractor will provide a drug free workplace. No individual engaged in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance may have a contract or grant. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years. CONTRACTOR/GRANTEE: For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement for the purpose of: (1) notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace; (2) specifying the actions that will be taken against employees for violations of such prohibition; and (3) notifying the employee that, as a condition of employment on such contract or grant, the employee will abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the grantee's or contractor's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon employees for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under subsection (a)(3) above from an employee or otherwise receiving actual notice of such conviction.

- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

**INDIVIDUALS:** If VENDOR is an individual, or an individual doing business in the form of a sole proprietorship, the individual certifies that the individual will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance. This requirement applies to contracts of more than \$5000.

**(30 ILCS 582) International Anti-boycott.** Every contract entered into by the State of Illinois for the manufacture, furnishing, or purchasing of supplies, material, or equipment or for the furnishing of work, labor, or services, in an amount exceeding \$10,000 shall contain certification, as a material condition of the contract, by which the contractor agrees that neither the contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

**(720 ILCS 5/33E-3) Bid-rigging.** A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted.

Bid-rigging is a Class 3 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for five years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code.

**(720 ILCS 5/33E-4) Bid-rotating.** A person commits the offense of bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates or is distributed among persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

**(775 ILCS 5/2-105) Equal Employment Opportunities -- Affirmative Action/Sexual Harassment.**

Every party to a public contract and every eligible bidder shall:

- (1) Refrain from unlawful discrimination and discrimination based on citizenship status in employment and under take affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (2) Comply with the procedures and requirements of the Department's [Illinois Department of Human Rights] regulations concerning equal employment opportunities and affirmative action; [The equal employment opportunity clause of the Department of Human Rights' rules is specifically incorporated herein.]
- (3) Provide such information, with respect to its employees and applicants for employment, and
- (4) Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the VENDOR's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the [Illinois Human Rights] Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request. [Out of state vendors may utilize the VENDOR's state's equivalent of the Department and Commission.]

**(775 ILCS 25/2) Discriminatory Club Dues.** No private organization which sells goods or services to the State pursuant to the Illinois Procurement Code, nor any private organization which receives any award or grant from the State, nor any public body may pay any dues or fees on behalf of its employees or agents or may subsidize or otherwise reimburse them for payments of their dues or fees to any discriminating club. "Discriminatory club" means a membership club, organization, association, or society, or the premises thereof, which practices discrimination in its membership policy or in access to its services and facilities, except any facility, as to discrimination based on sex, which is distinctly private in nature such as restrooms, shower rooms, bath houses, health clubs and other similar facilities for which the Illinois Department of Human Rights, in its rules and regulations, may grant exemptions based on bona fide considerations of public policy.



## **SUPPLEMENTAL TERMS AND CONDITIONS**

The following supplemental terms and conditions, if checked, are applicable to this CONTRACT:

- ☐ Public Works Labor Requirements
- ☐ Prevailing Wage (janitorial, security guard, window washing and food service if valued at more than \$200 per month or \$2000 per year)
- ☐ Prevailing Wage (all printing contracts)
- ☐ Prohibition on Contingent Fees (certain federally funded contracts)
- ☐ Infrastructure Task Force Prohibition
- ☐ Other (describe)

## **VENDOR PROVIDED ADDITIONAL MATERIAL AND EXCEPTIONS**

Any additional material and any exceptions must be noted on this page and provided as part of this attachment. We do not encourage taking exceptions. We have extremely limited ability to grant exceptions particularly in regard to statutory requirements (those cited with **ILCS**, meaning Illinois Compiled Statutes). We are not required to grant exceptions and depending on the exception, we may have to reject your offer.

### **Additional Material (mark one)**

- ☐ No other material included
- ☐ Other material included (describe--attach additional pages if needed)

### **Exceptions (mark one):**

- ☐ No exceptions
- ☐ Exceptions taken (describe--attach additional pages if needed)

**P-1 VENDOR PREQUALIFICATION  
GENERAL**

GENERAL PREQUALIFICATION. This is information of general applicability and consists of the attached forms:

Business and Directory Information  
References  
Department of Human Rights Public Contract Number  
Minority, Female, Person with a Disability Status and Subcontracting  
Disclosures  
Taxpayer Identification Number

The undersigned authorized representative of VENDOR submits the above described and attached GENERAL PREQUALIFICATION information to the AGENCY with the understanding AGENCY will use and rely upon the accuracy and currency of the information in the evaluation of VENDOR's offer to the AGENCY.

Vendor (show official name and DBA)

\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone/Fax \_\_\_\_\_

## **P-2 Business and Directory Information**

1. Name of Business (official name and DBA).
2. Business Headquarters (address, phone and fax).
3. If a Division or Subsidiary of another organization provide the name and address of the parent.
4. Billing Address.
5. Name of Chief Executive Officer.
6. Customer Contact (name, title, address, phone and fax).
7. Type of Organization (sole proprietor, corporation, etc.--should be same as on Taxpayer ID form below).
8. Length of time in business.
9. Annual Sales for most recently completed fiscal year.
10. If a manufacturer, show number of full-time employees on average during the most recent fiscal year.

### **P-3 References**

Provide references when possible from established firms or government agencies other than the procuring agency that can attest to your experience and ability to perform the contract subject of this bid.

1. Firm/Government Agency (name and address) \_\_\_\_\_

\_\_\_\_\_

Contact Person (name and phone number) \_\_\_\_\_

\_\_\_\_\_

Services Provided \_\_\_\_\_

\_\_\_\_\_

2. Firm/Government Agency (name and address) \_\_\_\_\_

\_\_\_\_\_

Contact Person (name and phone number) \_\_\_\_\_

\_\_\_\_\_

Services Provided \_\_\_\_\_

\_\_\_\_\_

3. Firm/Government Agency (name and address) \_\_\_\_\_

\_\_\_\_\_

Contact Person (name and phone number) \_\_\_\_\_

\_\_\_\_\_

Services Provided \_\_\_\_\_

\_\_\_\_\_

4. Firm/Government Agency (name and address) \_\_\_\_\_

\_\_\_\_\_

Contact Person (name and phone number) \_\_\_\_\_

\_\_\_\_\_

Services Provided \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **P-4 Department of Human Rights (DHR) Public Contract Number**

**(775 ILCS 5/2-105)** If you have employed fifteen or more employees at any time during the 365-day period immediately preceding the publication of this IFB in the Illinois Procurement Bulletin (or issuance date if not published), you must have a current Public Contract Number or have proof of having submitted a completed application for one prior to bid opening date. Application forms may be obtained by contacting DHR, Public Contracts Section, 100 W. Randolph, 10th Floor, Chicago, Illinois 60601 or calling 312/814-2432 (TDD 312/263-1579). Show your Public Contract Number or, if not available, the date the completed application was submitted to DHR below.

Name of Company (and DBA) \_\_\_\_\_.

DHR Public Contracts Number \_\_\_\_\_.

Date completed application for the number was submitted to DHR \_\_\_\_\_.

### **NOTICE**

#### **COMPANIES HOLDING ILLINOIS DEPARTMENT OF HUMAN RIGHTS NUMBERS ISSUED PRIOR TO JULY 1, 1998**

#### **your number will expire on august 31, 1999**

If your organization holds an Illinois Department of Human Rights (DHR) Eligibility Number issued by the Department or its predecessor agency, the Illinois Fair Employment Practices Commission (FEPC), **prior** to July 1, 1998, your number expires on August 31, 1999. Upon expiration, you will no longer be eligible to be awarded public contracts unless you re-register with DHR. You are affected by this notice if your DHR number is 89999-00-0 or lower. If your DHR number is 90000-00-0 or higher, your number was issued on or after July 1, 1998, and is valid for five years from the date of eligibility.

To re-register, you must file an Employer Report Form (DHR PC-1) with DHR. You can obtain a form by:

1. **Telephone:** Call the DHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. [TDD (312) 263-1579].
2. **Internet:** Download the form from the Internet at "www.state.il.us/cms". In the Purchasing area of the CMS home page, click the "DOWNLOAD VENDOR FORMS" line.
3. **Mail:** Write to the Illinois Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.

## **P-5 Minority, Female, Person with Disability Status and Subcontracting**

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) (**30 ILCS 575/1**) establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. While you must complete this form, your response will not be considered in the evaluation. A listing of certified business may be obtained from the Department of Central Management Services' Business Enterprise Program for Minorities, Females and Persons with Disabilities by calling 312/814-4190 (Voice & TDD), 800/356-9206 (Toll Free), or 800/526-0844 (Illinois Relay Center for Hearing Impaired).

Name \_\_\_\_\_ of \_\_\_\_\_ Your \_\_\_\_\_ Company \_\_\_\_\_ (and DBA) \_\_\_\_\_

- a. Is your company at least 51% owned and controlled by individuals in one or more of the following categories? Yes \_\_\_\_\_ No \_\_\_\_\_  
If "Yes," check each that applies.

Category

Minority \_\_\_\_\_  
Female \_\_\_\_\_  
Person with Disability \_\_\_\_\_  
Disadvantaged \_\_\_\_\_

- b. If "Yes," please identify, by checking the applicable blanks, which agency certified the business and in what category:

Certifying Agency\*

Department of Central Management Services \_\_\_\_\_  
Women's Business Development Center \_\_\_\_\_  
Chicago Minority Business Development Council \_\_\_\_\_  
Illinois Department of Transportation \_\_\_\_\_  
Other (identify) \_\_\_\_\_

Category

Minority \_\_\_\_\_  
Female \_\_\_\_\_  
Person with Disability \_\_\_\_\_  
Disadvantaged \_\_\_\_\_

- c. If you are not a certified BEP business, do you have a written policy or goal regarding contracting with BEP certified vendors? Yes \_\_\_\_\_(attach copy) No \_\_\_\_\_

If "No", will you make a commitment to contact BEP certified vendors and consider their proposals? Yes \_\_\_\_\_ No \_\_\_\_\_

Do you plan on ordering supplies or services in furtherance of this project from BEP certified vendors? Yes \_\_\_\_\_ No \_\_\_\_\_

If "Yes", please identify what you plan to order, the estimated value as a percentage of your total proposal, and the names of the BEP certified vendors you plan to use.

**DISCLOSURES**  
**FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS**

The Illinois Procurement Code requires that vendors desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflict of interest information as specified below **(30 ILCS 500/50-35 a,b,h)**.

VENDOR shall disclose the financial interest, potential conflict of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract. Submit this information along with your offer.

This requirement applies to contracts with an annual value exceeding \$10,000.

A publicly traded entity may submit its 10K disclosure (include proxy if referenced in 10K) in satisfaction of the disclosure requirements set forth in both Sections 1 and 2. Section 3 must be completed by all VENDORS.

**Section 1: Disclosure of Financial Interest in the VENDOR**

- a) If any individuals have one of the following financial interests in the VENDOR (or its parent), please mark each that apply and show their name and address. Then complete Section 2 and 3. If no individual has the stated interest, mark the first blank, skip Section 2, but complete Section 3.

|                                                 |     |
|-------------------------------------------------|-----|
| No individuals have the following interests     | ( ) |
| Ownership exceeding 5%                          | ( ) |
| Ownership value exceeding \$87,526.20           | ( ) |
| Distributive Income Share exceeding 5%          | ( ) |
| Distributive Income Share exceeding \$87,526.20 | ( ) |

Name: \_\_\_\_\_

Address: \_\_\_\_\_

- b) For each individual named above, show the type of ownership/distributable income share:

sole proprietorship \_\_\_\_\_ stock \_\_\_\_\_ partnership \_\_\_\_\_

other (explain) \_\_\_\_\_

- c) For each individual named above, show the dollar value or proportionate share of the ownership interest in the VENDOR (or its parent) as follows:

If the proportionate share of the named individual(s) in the ownership of the VENDOR (or its parent) is 5% or less, and if the value of the ownership interest of the named individual(s) is \$87,526.20 or less, check here ( ).

If the proportionate share of ownership exceeds 5%, or the value of the ownership interest exceeds \$87,526.20, show either:

The percent of ownership \_\_\_\_\_ %, or

The value of the ownership interest \$ \_\_\_\_\_

**Section 2: Disclosure of Potential Conflicts of Interest.** For each of the individuals having the level of financial interest identified in Section 1 above, check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at end of this Section 2. Attach additional pages as necessary).

- a. State employment, currently or in the previous 3 years, including contractual employment of services [directly with the individuals identified in Section "1" in their individual capacity unrelated to the VENDOR's contract. Identify contracts with the VENDOR in Section "3".

Yes \_\_\_\_ No \_\_\_\_

- b. State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.

Yes \_\_\_\_ No \_\_\_\_

- c. Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.

Yes \_\_\_\_ No \_\_\_\_

- d. Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.

Yes \_\_\_\_ No \_\_\_\_

- e. Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years.

Yes \_\_\_\_ No \_\_\_\_

- f. Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.

Yes \_\_\_\_ No \_\_\_\_

- g. Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.

Yes \_\_\_\_ No \_\_\_\_

- h. Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter.

Yes \_\_\_\_ No \_\_\_\_

- i. Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

Yes \_\_\_\_ No \_\_\_\_



- j. Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

Yes \_\_\_\_ No \_\_\_\_

**Section 3: Current and Pending Contracts and Offers (bids and proposals).**

- a. VENDOR shall identify each contract it has with other units of State of Illinois government by showing agency name and other descriptive information such as purchase order or contract reference number (attach additional pages as necessary). Show "none" if appropriate.
- b. VENDOR shall identify whether it has pending contracts (including leases), bids, proposals, or other ongoing procurement relationships with other units of State of Illinois government by showing agency name and other descriptive information such as bid or project number (attach additional pages as necessary). Show "none" if appropriate.

## **Taxpayer Identification Number**

Under penalties of perjury, I certify that the name, taxpayer identification number, and legal status listed below are correct.

Name of VENDOR (and DBA): Show the official business name used to file Illinois and United States taxes using the SSN or EIN shown below. If you are an entity doing business in another name, please show the name of the official entity and the name of the entity you are doing business as in the following form: "Official EIN Name" d.b.a. "Name Of Contracting Entity"

Name (official EIN name) \_\_\_\_\_

d.b.a. \_\_\_\_\_

Taxpayer Identification Number: If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN. For all other entities, enter the EIN.)

Social Security Number \_\_\_\_\_ or

Employer Identification Number \_\_\_\_\_

Legal Status (check one):

- |                                     |                                                     |
|-------------------------------------|-----------------------------------------------------|
| _____ Individual                    | _____ Nonresident Alien                             |
| _____ Sole Proprietorship           | _____ Tax Exempt/Hospital/Extended<br>Care Facility |
| _____ Partnership/Legal Corporation | _____ Pharmacy/Funeral<br>Home/Cemetery Corporation |
| _____ Corporation                   | _____ Medical Corporation                           |
| _____ Government                    | _____ Pharmacy (non-corporate)                      |
| _____ Estate or Trust               |                                                     |